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**LANCASTER COUNTY**  
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**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS  
FOR  
Business Cards and  
Letterhead Printing  
Bid No. 14-025**

**Jacob North Print & Media Solutions  
3721 W. Mathis St.  
Lincoln, NE 68524  
402-470-5335**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between Jacob North Print & Media Solutions, 3721 W. Mathis St., Lincoln, NE 68524, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Business Cards and Letterhead Printing, Bid No. 14-025 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal and pricing according to Attachment A.**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**The Owners will pay for products/service, according to the Contractors Proposal/Supplier Response and Attachment A, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County Agencies shall not exceed \$4,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$13,500.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$400.00 during the contract term without approval by the Board of the Public Building Commission.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of this Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
  2. Accepted Proposal/Response
  3. Addendums No. 1, 2 and 3
  4. Specifications
  5. Sample Attachments
  6. Special Provisions
  7. Instructions to Bidders
  8. Insurance Requirements
  9. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

*Marcee A. Brown*  
Public Building Commission Attorney

*Larry Hudkins*  
Chairperson, Public Building Commission

dated 03-11-14

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

County Law

The Board of County Commissioners of  
Lancaster, Nebraska

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Amundson Absent

dated

3/11/14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Jacob North, LLC  
Name of Corporation

3721 West Mathis, Lincoln, NE 68524  
(Address)

By: [Signature]  
Duly Authorized Official

VP of Sales + Marketing  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

Name

Address

Signature



Date: February 21, 2014

Company Name: City of Lincoln  
Attn: Robert Walla

Dear Robert,

Please find the pricing below as our formal price amendment for the letterhead and business cards that are 1 color 1 sided on 60lb Accent White Opaque Text and 80lb Accent Cover Opaque White. This price will supersede the pricing submitted for these specifications. The other specifications will reflect the pricing given in the original RFQ.

Letterhead (1 color 1 - 1 side)						
100	500	1000	2,500	5,000	10,000	20,000
\$0.2800	\$0.0820	\$0.0560	\$0.0400	\$0.0300	\$0.0260	\$0.0225
Business Cards (City and County - 1 color - 1 side - Digital Print)						
500						
\$0.025						

We look forward to printing your business cards and letterhead and building an easy to use online e-Store that your city and county employees can use.

Sincerely,

*Justin Feickert*

Justin Feickert  
VP of Sales & Mktg  
Jacob North

Bid accepted: \_\_\_\_ Yes \_\_\_\_ No

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	14-025 Addendum 3	Department		Floor/Room
Title	Business Card and Letterhead Printing	Building		Telephone
Bid Type	Bid			Fax
Issue Date	01/08/2014	Floor/Room		Email
Close Date	1/24/2014 12:00:00 PM CT	Telephone	1 (402) 441-8309	
Need by Date		Fax	1 (402) 441-6513	
		Email	rwalla@lincoln.ne.gov	

### Supplier Information

Company Jacob North, LLC - Print & Media Solutions  
 Address 3721 West Mathis  
  
 Lincoln, NE 68524  
 Contact Justin Feickert  
 Department VP of Sales & Mktg  
 Building  
 Floor/Room United States  
 Telephone 1 (605) 216-1909  
 Fax 1 (402) 470-2508  
 Email justinf@midstatesmedia.com  
 Submitted 1/23/2014 2:43:11 PM CT  
 Total \$357.644

Signature \_\_\_\_\_

### Supplier Notes

Thank you for the opportunity to quote this project. We have a great e-store that will work perfect for you and we are located right here in Lincoln. My only concern is that the ranges are broad for the letterhead and the per each cost will be inaccurate for the larger qty of the range. It would be best to just allow certain solid increments to be ordered and have a set price for that qty. For example we can build the store to only allow to order 100, 250, 500, 1000 etc rather than 650 and having to use the per each price for that range. If i am not making sense i can explain in person when we do a demo for you.

### Bid Notes

Only bids from companies with a Web-Based Ordering System will be considered.<br>  
See Specifications for additional requirements.

### Bid Activities

### Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Electronic Signature	Please check here for your electronic signature.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Contact	Name of person submitting this bid:	Justin Feickert
5	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
6	City/County Specialty Letterhead	List the additional cost for letterhead with colored or specialty paper and/or additional logos and print from the Standard Design.	This will depend on the specifications that you request.
7	Raised Lettering and Logos	List the additional cost to the standard business card and standard letterhead if the customer chooses raised lettering or a raised gold stamp.	For raised printing or foil stamping 1 off orders a new price grid will need to be developed. An example for 500 cards 1 color raised 1 sided would be \$110.
8	Online Ordering Requirement	How many years have you been serving customers with an online ordering system as listed in the Specifications?	7 Years
9	References	List the company name, contact name, address and phone number for at least 2 companies that have utilized your online ordering system in the last 2 years.	Karls TV, Audio, Appliance, Electronics Kelly Aden kaden@karlsinc.com 1-800-805-2757 2921 West 41st Street, Sioux Falls, SD 57105  Verizon Wireless (Wireless World) Kerri Stokes kstokes@wirelessworldus.com 5420 E Arrowhead Pkwy Sioux Falls, SD 57110 605-334-8222
10	Custom Orders	Will your company provide quantity pricing to the departments, and include that pricing in the department's online system, as listed in the Line Items below for custom Letterhead and Business Cards?	Yes - we can accomodate whatever you need.
11	Emergency Card Orders	Do you have a process in place which allows departments to order small quantities of cards prior to receiving a printed order of 500? YES or NO If yes, what is the cost per card for 50 cards using standard paper and PMS-286 blue ink?	Yes - \$25 for \$50 cards 1 color 1 sided on the std bus card stock. Includes delivery
12	Layout and Design Fee - Business Cards	What is the cost per hour for layout and design of business cards? How much time does will it take to layout and design a standard business card?	\$45 per hour - 15 minutes
13	Layout and Design Fee - Letterhead	What is the cost per hour for layout and design of letterhead? How long does it normally take for the layout and design of standard letterhead?	\$45 per hour - 15 minutes



14	Orders Below Minimum Order Penalty Fee	What is the penalty fee for agencies ordering cards or letterhead prior to the minimum order being met?	25% penalty
15	Double-Sided Business Cards	List the per unit cost of a business card if the customer orders a card with printing on both sides. Pricing based on a minimum order of 500.	Printing 1 color 2 sides \$90 for 1 order of 500 - includes delivery. If 4 people order then \$38 for 500.
16	Foldable Business Cards	List the per unit cost of a business card if the customer orders a foldable card with information printed on all 4 sides. Pricing based on a minimum order of 500.	Printing 1 color 2 sides and scoring - delivered flat. \$98 per 500.
17	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes
18	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes
19	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes

## Line Items

#	Qty	UOM	Description	Response
1	1	EA	8.5"x11" Standard City Letterhead   YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY - 100 - 500 SHEETS	\$0.51

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500 or less.<br> Minimum order shall be 100 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

Alt 1	1	EA	Alt Spec: Digital Printing of Letterhead Based on 100-500 Sheets same paper but PMS 286 is made up from Cyan, Magenta, Yellow Black, Samples available	0.28
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Alt Manufacturer: Digital Printing      Alt Manufacturer #: Digital Printing

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500 or less.<br> Minimum order shall be 100 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes:

2	1	EA	8.5"x11" Standard City Letterhead   YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY - 501 - 2000 SHEETS	\$0.12
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500 or less.<br> Minimum order shall be 500 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

Alt 1	1	EA	Alt Spec: Digital Printing of Letterhead Based on 501-2000 Sheets same paper but PMS 286 is made up from Cyan, Magenta, Yellow Black, Samples available	0.082
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Alt Manufacturer: Digital Printing      Alt Manufacturer #: Digital Printing

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500 or less.<br> Minimum order shall be 500 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes:

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3	1	EA	8.5"x11" Standard City Letterhead   YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY - 2,001 - 5,000 SHEETS	\$0.04
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 2000 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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4	1	EA	8.5"x11" Standard City Letterhead   YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY - 5,001 - 10,000 SHEETS	\$0.03
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 5001 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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5	1	EA	8.5"x11" Standard City Letterhead   YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY - 10,001 - 20,000 SHEETS	\$0.026
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 5001 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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6	1	EA	8.5"x11" Standard County Letterhead - Horizontal Printing  YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY 100-500	\$0.51
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout Lancaster County.<br> Letterhead will be shrink wrapped in bundles of 500 or less.<br> Minimum order shall be 100 sheets.<br> A disk will be provided with page layout and locations of agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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Alt 1	1	EA	Alt Spec: Digital Printing of Letterhead Based on 100-500 Sheets same paper but PMS 286 is made up from Cyan, Magenta, Yellow Black, Samples available	0.28
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Alt Manufacturer: Digital Printing      Alt Manufacturer #: Digital Printing

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout Lancaster County.<br> Letterhead will be shrink wrapped in bundles of 500 or less.<br> Minimum order shall be 100 sheets.<br> A disk will be provided with page layout and locations of agencies.

Supplier Notes:

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7	1	EA	8.5"x11" Standard County Letterhead - Horizontal Printing YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY 501 - 2,000	\$0.12
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink.<br> Price must include delivery to locations throughout Lancaster County.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 500 sheets.<br> A disk will be provided with page layout and locations of agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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Alt 1	1	EA	Alt Spec: Digital Printing of Letterhead Based on 501-2000 Sheets same paper but PMS 286 is made up from Cyan, Magenta, Yellow Black, Samples available	0.082
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Alt Manufacturer: Digital Printing      Alt Manufacturer #: Digital Printing

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink.<br> Price must include delivery to locations throughout Lancaster County.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 500 sheets.<br> A disk will be provided with page layout and locations of agencies.

Supplier Notes:

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8	1	EA	8.5"x11" Standard County Letterhead - Horizontal Printing YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY 2,001 - 5,000	\$0.04
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout Lancaster County.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 2000 sheets.<br> A disk will be provided with page layout and locations of agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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9	1	EA	8.5"x11" Standard County Letterhead - Horizontal Printing YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY 5,001 - 10,000	\$0.03
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout Lancaster County.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 5000 sheets.<br> A disk will be provided with page layout and locations of agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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10	1	EA	8.5"x11" Standard County Letterhead   YOU MUST BID PER SHEET (PAPER & PRINTING)  BID QUANTITY - 10,001 - 20,000 SHEETS	\$0.026
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Item Notes: To be printed on 60# Text White Exact Offset Opaque paper.<br> One color (PMS-286 blue ink).<br> Price must include delivery to locations throughout the City of Lincoln.<br> Letterhead will be shrink wrapped in bundles of 500.<br> Minimum order shall be 5001 sheets.<br> A disk will be provided with page layout and locations of all agencies.

Supplier Notes: Paper is Premium #1 96 Bright Accent Opaque Smooth White 60lb Text Minimum 30% Recycled

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11	1	EA	City of Lincoln Standard Business Card  Blue PMS-286 Ink	\$0.058
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Item Notes:

Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 96 Bright Accent Opaque Smooth White Cover Minimum 30% Recycled. Ink is PMS 286 Blue printed on 1 side. Includes Delivery within Lincoln city limits, Price per order of 500 is \$29.

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12	1	EA	Lancaster County Standard Business Card  Blue PMS-286 Ink	\$0.058
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Item Notes:

Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 96 Bright Accent Opaque Smooth White Cover Minimum 30% Recycled. Ink is PMS 286 Blue printed on 1 side. Includes Delivery within Lincoln city limits. Price per order of 500 is \$29.

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13	500	EA	City of Lincoln Police Department - Custom Business Card  Provide unit price for order of 500	\$0.218
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Item Notes: See top right Photo in Bid Attachment<br>

Supplier Notes: Price is based on running 1 name at once = 500 cards. Paper is Premium #1 96 Bright Accent Opaque Smooth White Cover Minimum 30% Recycled. Foil stamp gold and blue plus printed with black ink on 1 side. Includes Delivery within Lincoln city limits. Price per order of 500 is \$109.

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14	1	EA	City of Lincoln Fire Department Business Card  Double Sided - PMS 286 Blue Ink 	\$0.076
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Item Notes:

Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 96 Bright Accent Opaque Smooth White Cover Minimum 30% Recycled. Ink is PMS 286 Blue printed on 2 sides. Includes Delivery within Lincoln city limits. Price per order of 500 is \$38.

15	500	EA	Lancaster County Sheriff Department Business Card  Tan Paper - Black Ink - Double Sided  Bid per unit based on order of 500	\$0.088
<p>Item Notes: See bottom right photo in Bid Attachments</p> <p>Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 Cougar Natural (tan) 80lb Smooth Cover 10% Recycled. Ink is metallic or regular gold and black on 1 side and black on the backside. Includes Delivery within Lincoln city limits. Price per order of 500 is \$44.</p>				
16	500	EA	Lancaster County Commissioners Business Card  Tan Paper & gold seal  Bid per unit price based on order of 500	\$0.178
<p>Item Notes: See upper left photo on attachment</p> <p>Supplier Notes: Price is based on running 1 name at once = 500 cards per person. Paper is Premium #1 Cougar Natural (tan) 80lb Smooth Cover 10% Recycled. Gold foil stamp then print black ink on 1 side. Includes Delivery within Lincoln city limits. Price per order of 500 is \$89.</p>				
17	500	EA	Lincoln/Lancaster County Planning Commission Business Card  multi-colored  Bid per unit price based on order of 500	\$0.076
<p>Item Notes: See middle left photo on attachment</p> <p>Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 96 Bright Accent Opaque Smooth White Cover Minimum 30% Recycled. Ink is CMYK on one side. Includes Delivery within Lincoln city limits. Price per order of 500 is \$38.</p>				
18	500	EA	Lancaster County Treasurer Business Card  Tan Paper  Bid per unit price based on order of 500	\$0.072
<p>Item Notes: See middle right photo on attachment</p> <p>Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 Cougar Natural (tan) 80lb Smooth Cover 10% Recycled. Ink is metallic or regular gold and black on 1 side. Includes Delivery within Lincoln city limits. Price per order of 500 is \$36.</p>				
19	500	EA	City Council Business Card  Bid per unit price based on order of 500	\$0.08
<p>Item Notes: See lower left photo on attachment</p> <p>Supplier Notes: Price is based on running 4 names at once = 500 cards per person. Paper is Premium #1 96 Bright Accent Opaque Smooth White Cover Minimum 30% Recycled. Ink is PMS 286 Blue and black printed on 1 side. Includes Delivery within Lincoln city limits. Price per order of 500 is \$36.</p>				
Response Total:				\$357.644



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Black Hills Insurance Agency, Inc. 820 St. Joseph PO Box 3330 Rapid City SD 57709		<b>CONTACT NAME:</b> Marilyn Larson <b>PHONE (A/C, No. Ext):</b> (605) 342-5555 <b>FAX (A/C, No):</b> (605) 342-7901 <b>E-MAIL ADDRESS:</b> marilynlarson@bhagency.org	
<b>INSURED</b> Jacob North LLC 3721 W Mathis Street Lincoln NE 68524		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> General Casualty <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL143308730

REVISION NUMBER:

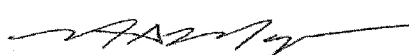
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CCI1180301	10/1/2013	10/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS		CBA1180300	10/1/2013	10/1/2014	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CCU1180299	10/1/2013	10/1/2014	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A Thirty (30) Day Notice of Cancellation will be provided to the certificate holder for any reason other than non-payment of premium. A Ten (10) Day Notice of Cancellation will be provided for non-payment of premium. Additional Insured with respect to operations of the named insured as required by contract: City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission.

**CERTIFICATE HOLDER****CANCELLATION**

dwinkler@lincoln.ne.gov  City of Lincoln Lancaster County Lincoln-Lancaster County Public Building Commission 555 So. 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  M Maguire/MARILY 
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ACORD 25 (2010/05)

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INS025 (201005) 01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (605) 342-5434 Fax: (605) 342-8074

DAVE SCHMIDT

DAVE SCHMIDT INSURANCE AGENCY, INC

2834 JACKSON BLVD., SUITE 101

RAPID CITY SD 57702

CONTACT NAME: Dave Schmidt Insurance Agency, Inc

PHONE (A/C No. Ext): (605) 342-5434

FAX (A/C No.): (605) 342-8074

E-MAIL:

PRODUCER CUSTOMER ID: 817

INSURED

JACOB NORTH, LLC

3721 W Mathis Street

Lincoln, NE 68524

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: First Dakota Indemnity Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 4809

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC20-0004619	06/28/13	06/28/14	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A thirty 30 day notice of cancellation will be provided to the certificate holder for any reason other than non-payment of premium. A 10 day notice of cancellation will be provided for non-payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

City of Lincoln  
Lancaster County  
Lincoln-Lancaster County  
Public Building Commission  
555 South 10th Street  
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

  
Dave Schmidt





# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM  
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln			Name Jacob North, LLC - Print & Media Solutions		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 3721 West Mathis		
City Lincoln	State NE	Zip Code 68508	City Lincoln,	State NE	Zip Code 68524

**Check Type of Certificate**

☐ Single Purchase ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One** ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor  
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

**2. Purchases Made Under Purchasing Agent Appointment on behalf of** \_\_\_\_\_  
(exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009  
Supersedes 6-134-1970 Rev. 10-2007



# Nebraska Resale or Exempt Sale Certificate

## for Sales Tax Exemption

FORM  
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lancaster County				Name Jacob North, LLC - Print & Media Solutions			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 3721 West Mathis			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68524	

### Check Type of Certificate

☐ Single Purchase ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

### SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor  
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

### SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

### SECTION C—For Contractors Only

#### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27.135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009  
Supersedes 6-134-1970 Rev. 10-2007



# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM  
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lincoln-Lancaster County Public Building Commission				Name Jacob North, LLC - Print & Media Solutions			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 3721 West Mathis			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68524	

**Check Type of Certificate**

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor  
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_: (exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

2/24/13

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009  
Supersedes 6-134-1970 Rev. 10-2007

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.**

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/slstaxregs](http://www.revenue.ne.gov/legal/regs/slstaxregs).

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are not exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.
3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.
4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.
5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).
6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The seller must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

## **SPECIFICATIONS BUSINESS CARD AND LETTERHEAD PRINTING**

### **1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 The City of Lincoln and Lancaster County, hereinafter referred to as Owners are requesting bids for the printing and delivery of business cards and letterhead.
- 1.2 Bid price shall include the entire cost of printing and delivering business cards and letterhead to all City of Lincoln and Lancaster County agencies and departments, including labor, materials, accessories and any other expenses.
- 1.3 Only vendors who can provide a proven online ordering system will be considered.
- 1.4 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.5.2 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.6 Award for this bid will not be based on price alone.
  - 1.6.1 System functionality and ease of use will be evaluated when making award.
- 1.7 The term of the contract will be for (2) two years with the option to renew for (1) one additional (2) two year period.
  - 1.7.1 The Owners prefer a contract with a firm fixed price for the initial term of the contract.

### **2. ONLINE ORDERING REQUIREMENTS**

- 2.1 Vendor must have a web-based online ordering system that has been utilized by other customers for at least one year.
- 2.2 System requirements shall include, but not be limited to, the following functions:
  - 2.2.1 Easy to read instructions and prompts from one screen to the next.
  - 2.2.2 Numerous logins and passwords for departments based on style and type of card used.
  - 2.2.3 Ability to enter Name, 1-3 Phone Numbers, Email Address, Title and Website into template for each employee.
  - 2.2.4 Ability to enter the number of cards for purchase.
  - 2.2.5 Ability to track card order via website or directly to one individual at vendor location.
  - 2.2.6 Security options available to protect against unauthorized orders.
  - 2.2.7 Ability to proof card while online before giving approval for printing.
  - 2.2.8 A standard or customized card template for each department or agency that has been approved by a City/County representative.
  - 2.2.9 Price for cards will appear on the proof sheet based on the quantity and style of card ordered.
  - 2.2.10 Other capabilities that may be available which would be a benefit to the City and County.
- 2.3 Vendor must be able to demonstrate their system upon request by the City/County Purchasing office.

### **3. BUSINESS CARD PRINTING REQUIREMENTS**

- 3.1 It is estimated the Owners have approximately 1,800 business card users.
- 3.2 There are standard cards for City and County use and specialized cards for certain departments.
- 3.3 Standard cards use 80 lb Cover - Exact Offset Opaque white paper with Blue PMS-286 Ink.
  - 3.3.1 All other cards shall be 80 lb Cover paper with various colored paper and ink.
  - 3.3.2 Vendor will provide pricing in their ebid response for various types of cards ordered.
- 3.4 There are no bleeds in the standard business cards.
- 3.5 Current files for most cards will be made available to the selected vendor in the form of a Corel Draw file or PDF.
  - 3.5.1 Vendor must have the ability to layout and design cards that currently do not have a file.
  - 3.5.2 Vendor shall provide a cost per card for layout and design in their ebid response.
- 3.6 No agency or individual will be allowed to change, alter or totally revise any cards without the consent and approval of the City and/or County representative.
- 3.7 Business cards shall have a minimum of 10% recycled content paper.
- 3.8 Business cards will be quoted based on an order of 500 cards.
  - 3.8.1 Vendor may provide quotes to departments for other quantities as requested.
- 3.9 Vendor shall have a process in place to print or copy cards for new employees to use until their new

order is complete.

3.9.1 Vendor shall provide a quote for these cards which will be used on an as-needed basis.

**4. LETTERHEAD PRINTING REQUIREMENTS**

- 4.1 It is estimated that the Owners have approximately 50 different letterhead designs.
- 4.2 There are standard letterhead for City and County use with specialized letterhead for certain departments.
- 4.3 Standard letterhead uses 60 lb - Exact Offset Opaque white paper with Blue PMS-286 Ink.
  - 4.3.1 All other letterhead shall be 60 lb paper with various colored paper and ink.
  - 4.3.2 Vendor will provide pricing in their ebid response for various types and quantities of letterhead ordered.
- 4.4 Current files for some letterhead will be made available to the selected vendor in the form of a Corel Draw file or PDF.
  - 4.4.1 Vendor must have the ability to layout and design letterhead that currently do not have a file.
  - 4.4.2 Vendor shall provide a cost per letterhead for layout and design in their ebid response.
- 4.5 No agency or individual will be allowed to change, alter or totally revise any letterhead without the consent and approval of the City and/or County representative.
- 4.6 Letterhead shall have a minimum of 10% recycled content paper.

**5. ORDERS AND DELIVERY**

- 5.1 City and County agencies shall order cards and letterhead from the online ordering program in various quantities at a price which will be listed in the Vendors ebid response.
- 5.2 The total minimum order for the best pricing available shall be a total of 2,000 cards or letterhead.
  - 5.2.1 Agencies who wish to order before the minimum quantity is met shall have the option to pay an additional fee for cards or letterhead.
- 5.3 Vendor shall provide desktop delivery to all City and County agencies within the Lincoln City Limits.

**6. VENDOR REQUIREMENTS**

- 6.1 A primary contact person will be designated by the Vendor upon award of contract in order for the departments to request information or assistance in the ordering process.
- 6.2 Vendor may be required to make visits to agencies to demonstrate the ordering process to staff or resolve any issues related to the ordering process.
- 6.3 Vendor must provide an insurance Certificate of Accord meeting the insurance requirements as outlined in the Insurance Requirement document attached to the Bid Attachments section of the ebid.
  - 6.3.1 The City of Lincoln and Lancaster County must be listed as additional insured in the description box of the certificate.

# **ADDENDUM #1**

**Issue Date:01/10/14**

## **SPECIFICATION NO.14-025**

**FOR**

### **Business Card and Letterhead Printing**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the specification and bidding documents:

**PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.**

1. Would you consider 2 colors on the business card with the name address etc in black all else in blue Same on letter head. if no additional cost?

Standard business cards and letterhead must be printed in the PMS-286 color as specified. Custom cards and letterhead will have various print colors as ordered.

2. I am wanting to Bid on this opportunity and had the question on the web based ordering. We have several customers that email their orders to an account we have set up for our print shop. Would this be considered ok for this spec.?

The ordering system must be capable of performing the functions as outlined in the Specifications.

3. Photos of custom letterhead and business cards have been attached to the Bid Attachments.

4. Line Items have been added to the bid for printing the specific business cards for the departments which are shown in the picture. These cards will be ordered in a quantity of 500 on most orders and will not be submitted through the online ordering process. Files for all "custom" and regular cards are the property of the City/County/Public Building Commission and must be provided upon request by the Owners.

5. There may be additional cards and letterhead which deviate from the standard template or the photos shown in the Bid Attachment section. Vendor shall charge a price that is similar to other custom cards and letterhead if/when these cards are requested. .

**End of Addendum**

# **ADDENDUM #2**

**Issue Date:01/17/14**

## **SPECIFICATION NO.14-025**

**FOR**

### **Business Card and Letterhead Printing**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the specification and bidding documents:

**PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.**

1. Can we include Digital Printing Pricing as an option or substitution? We can show you how close we could match the PMS color for approval – it would be cheaper and faster – just an idea?

You may include a proposal for Digital Printing if you can prove that the quality and other characteristics are equivalent to other printing methods. You must indicate any deviation from the Specifications in your response.

2. Can you explain in greater detail 3.9? Since the RFP request PMS printing – is this the authorization for "copier printing"?

The process for completing short orders or rush orders for new employees can be completed in any way necessary to complete the job as specified.

3. Should we include any fees we normally would charge to build the site or monthly hosting fees as additional or do we need to include them in the price of the printing?

All fees shall be incorporated into the per unit price as shown in the Line Items.

4. Will there ever be a need for other items on the e-store? Name tags, embroidery, brochures etc?  
Not at this time.

5. Can you confirm in section 5.2 my understanding – my understanding is that the avg order will be 500 and that we are able to "gang up" 4 orders to run them together for a total of 2,000 minimum qty. Also in the event someone has an expedited order that doesn't have 2,000 pieces then they will pay a rush charge to produce that order before the minimum of 2,000?

The answer is yes to both the question and confirmation. The purpose is to have a minimum order of cards prior to making a print run.

6. Regarding number 16 under bid line items – is this something we could produce in bulk because I believe it is foil stamped – and then simply imprint the contact info that changes each time? If so what amount should we pre-print?

Vendors are allowed to pre-print any of the cards at their own risk. The Owners are not required to order any amount of cards during the term of the contract.



7. In section 3.3.1 and section 4.3.1 it references other paper but not specific color or type and same with ink – then when you refer to bid line items it is specific about paper and ink – I assume that is what we should base our printing pricing on the bid line items correct?

The minimum paper weight is the purpose of 3.3.1 and 4.3.1. The color of paper and ink listed in the Line Items are the basis for pricing. Other card and letterhead designs and colors may be requested during the term of a contract. Pricing for additional requested card designs not shown in the Line Items shall be equivalent to those provided in the Line Items.

8. For billing purposes will there be a PO required for each and every order?

No

9. Will each person ordering have a specific login and password? If so will they have rights to approve the order OR will they be able to request an order but it will go to a designated city employee for approval?

Yes, each department will have a representative with a user name and password. Departments will approve their own orders in most cases.

10. The bid closing date has been extended to Friday, January 24, 2014 at 12:00pm.

**End of Addendum**

# **ADDENDUM #3**

**Issue Date:01/21/14**

## **SPECIFICATION NO.14-025**

**FOR**

### **Business Card and Letterhead Printing**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. The paper that is specified is no longer made (Exact Opaque Offset). May we just use a comparable stock that is 10% recycle and still an opaque sheet?

Yes, Please bid a comparable opaque sheet with 10% recycle content that has an equivalent brightness and quality. Indicate the type of paper being bid in the Supplier Notes section of your ebid response. Samples may be requested to determine equivalency prior to award.

**End of Addendum**



Lincoln/Lancaster County  
Human Services  
1115 K Street, Suite 100  
Lincoln, NE 68508  
[www.lincoln.gov](http://www.lincoln.gov)

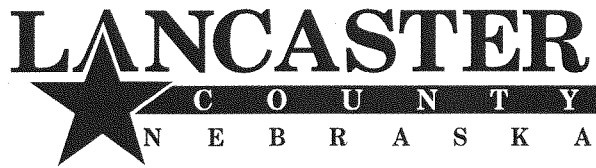
**NAME**

Title

**Phone**

**Fax: Fax**

*[email@lancaster.ne.gov](mailto:email@lancaster.ne.gov)*



Lincoln/Lancaster County

County/City Building - 1st Floor  
555 South 10th Street, Suite 107  
Lincoln, NE 68508  
(402) 441-4944  
(402) 441-6805 Fax  
[www.lincoln.ne.gov](http://www.lincoln.ne.gov)

Name Title  
[email@lancaster.ne.gov](mailto:email@lancaster.ne.gov)

NAME	DEPARTMENT
Title	Address
	City, STATE Zip
	Phone 1
	Phone 2
	email@lincoln.ne.gov



lincoln.ne.gov



DEPARTMENT

Address City, STATE Zip

Phone 1 Phone 2 Phone 3 [lincoln.ne.gov](http://lincoln.ne.gov)



**Gwen Thorpe**  
*Deputy Chief Administrative Officer*

555 South 10th Street, Suite 110  
Lincoln, NE 68508  
Office: (402) 441-7496  
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Email: [gthorpe@lancaster.ne.gov](mailto:gthorpe@lancaster.ne.gov)  
[www.lancaster.ne.gov](http://www.lancaster.ne.gov)



**LINCOLN POLICE  
DEPARTMENT**

**JIM PESCHONG**  
Chief of Police

575 So. 10th Street  
Lincoln, Nebraska 68508  
(402) 441-7237  
Fax: (402) 441-7010  
Dispatch: (402) 441-7245  
EMERGENCY CALL 911

**Lincoln/Lancaster County  
Planning Department**

555 S. 10<sup>th</sup> St. #213 • Lincoln NE 68508  
402-441-7491



**Planning Dept. website**

[www.lincoln.ne.gov/city/plan/index.htm](http://www.lincoln.ne.gov/city/plan/index.htm)

555 S. 10th St., Ste. 102  
Lincoln, NE 68508



Phone (402) 441-8843  
Fax (402) 441-8841

**LANCASTER COUNTY TREASURER'S OFFICE**

CANDACE MEREDITH *Real Estate Supervisor*  
[cmeredith@lancaster.ne.gov](mailto:cmeredith@lancaster.ne.gov)

**CITY COUNCIL OF LINCOLN NEBRASKA**

**DiAnna R. Schimek**  
CITY COUNCIL MEMBER AT LARGE

Lincoln City Council  
555 South 10th Street  
Lincoln, NE 68508  
402 441-7515 / fax: 402 441-6533  
[DSchimek@lincoln.ne.gov](mailto:DSchimek@lincoln.ne.gov)



**CHIEF DEPUTY  
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Phone (402) 441-6500  
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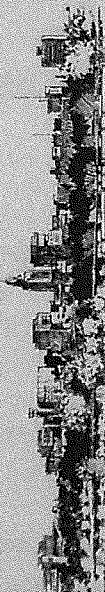
Terry T. Wagner – Sheriff

**LANCASTER COUNTY SHERIFF'S OFFICE**  
575 S. 10th St. Lincoln, NE 68508





DOUG EMERY  
CITY COUNCIL MEMBER  
NORTH DISTRICT



## CITY COUNCIL of LINCOLN NEBRASKA

555 South 10th Street - Lincoln, NE 68508 • 402-441-7515  
FAX: 402-441-6533 • E-MAIL: [council@lincoln.ne.gov](mailto:council@lincoln.ne.gov)



## LANCASTER COUNTY BOARD OF COMMISSIONERS

Ronna Amundson    Larry Haffner    Deb Scherr    Peter Springer    Jane Kippach  
Larry Eagon, City Administrator    Gary's Family, Deputy Administrator Office

555 South 10th Street, Suite 110 / Lincoln, NE 68508 / (402) 441-7447 / Fax: (402) 441-8301  
Email: [commh@lanaster.ne.gov](mailto:commh@lanaster.ne.gov) / [www.lanaster.ne.gov](http://www.lanaster.ne.gov)



**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER  
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,  
NEBRASKA  
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
  - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
  - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
  - d. Contractual Liability coverage shall be included.
  - e. Products Liability and/or Completed Operations coverage shall be included.
  - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

# INSTRUCTIONS TO BIDDERS

## City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

**17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

**20. EXECUTION OF AGREEMENT**

- 20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- ☒ b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City, County and City-County Public Building Commission will sign and date the Contract.
  4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**22. CITY AUDIT ADVISORY BOARD**

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

**23. E-VERIFY**

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

# **SPECIAL PROVISIONS FOR TERM CONTRACTS**

## **PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

### **3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

### **4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

### **5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.